



June 8, 2010

Division Of Oil, Gas And Mining  
1594 West No. Temple Ste. 1210  
Salt Lake City, UT 84114

**RECEIVED**  
**JUN 09 2010**  
**DIV. OF OIL, GAS & MINING**

Dear Division Of Oil, Gas And Mining:

Staker Parson Companies is pleased to announce its expansion in northern and northeastern Utah with the acquisition of Binggeli Rock Products effective June 4, 2010. The Binggeli family and Mel McQuarrie built an excellent business and we are thrilled to have them become part of our company.

For nearly sixty years, Staker Parson Companies has worked to be *The Preferred Source* of quality sand, rock, landscape products, ready-mixed concrete, asphalt, paving, and construction services in Utah, Idaho, Nevada, and Arizona. We very much appreciate our vendors, suppliers, and subcontractors on whom we are dependent for our success.

Going forward, please send your invoices and statements to Staker Parson Companies' main office at the following address:

Staker Parson Companies  
Attn: Accounts Payable  
PO Box 3429  
Ogden, UT 84409-1429  
Phone (801) 409-2430 Fax (801) 409-2630

Alternatively, you can send invoices and statements to [accounts payable@stakerparson.com](mailto:accounts payable@stakerparson.com). E-mailed invoices and statements will be treated as original documents, so there's no need to also mail them to our post office box.

Please be aware that Staker Parson Companies requires a valid purchase order number or job number on all vendor and subcontractor invoices. This enables our accounts payable team to most efficiently process invoices for payment. Our standard payment terms are 45 days.

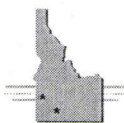
If you are not already established as a vendor with Staker Parson Companies, please complete and return the enclosed W-9. Please also familiarize yourself with the insurance requirements on the reverse which our vendors, subcontractors, and hired haulers must comply with.

We will do everything possible to ensure a smooth transition and invite you to contact us if there is anything we can do to assist you.

Sincerely,

Scott W. Parson  
President & CEO  
(801) 409-2402  
[Scott.parson@stakerparson.com](mailto:Scott.parson@stakerparson.com)





# INSURANCE REQUIREMENTS

**These requirements and guidelines apply to all Subcontractors, Hired Haulers, and Vendors working for Staker & Parson Companies and comply with the requirements set forth by Oldcastle Materials.**

- A **Subcontract** should be used whenever hiring someone to perform work for you at an off-site project, or for work on your premises. The Subcontract should include these insurance requirements: General Liability limits of \$2,000,000 per occurrence and \$5,000,000 in aggregate, Auto Liability limits of \$2,000,000 combined single limit (aggregate does not apply on auto), Workers Compensation at state statutory limits for Coverage A and \$1,000,000 for Coverage B employers Liability. Excess Umbrella coverage can be used as a substitute to reach required limits above.
- A **Trucking Subcontract** should be used whenever hiring someone to haul our material (aggregate, asphalt, cement, fuel, etc...). The Trucking Subcontract should include these insurance requirements: General Liability limits of \$2,000,000 per occurrence, Auto Liability limits of \$2,000,000 combined single limit (aggregate does not apply on auto), Workers Compensation at state statutory limits for Coverage A and \$1,000,000 for Coverage B employers Liability. Excess Umbrella coverage can be used as a substitute to reach required limits above. OMG does recognize the difficulty of **owner operators** obtaining these limits in certain markets, and any problems should be discussed with your Division Vice President and Regional Group President.
- A **Vendor Agreement** should be used whenever hiring someone to come onto your property or jobsite to perform prolonged or repetitive work. Examples of vendors that might warrant completing this agreement would include: security guards, mobile equipment repair services, tire services, fixed plant repair contractors, building maintenance, blasting companies, telecommunications service, etc... A Vendor Agreement should include these insurance requirements: General Liability limits of \$2,000,000 per occurrence and \$5,000,000 in aggregate, Auto Liability limits of \$2,000,000 combined single limit (aggregate does not apply on auto), Workers Compensation at state statutory limits for Coverage A and \$1,000,000 for Coverage B employers Liability. Excess Umbrella coverage can be used as a substitute to reach required limits above. OMG also recognizes the difficulty of small **vendors** obtaining these limits. Problems should be discussed with your Division Vice President and Regional Group President.
- All contracts shall contain at a minimum the following: **Indemnification Section**, whereby the Subcontractor, Trucker, or Vendor agrees to indemnify Staker & Parson Companies (the OMG operating company) to the FULLEST EXTENT permitted in the state where the work is being performed. **Insurance Limits** outlined above to be provided on a Certificate of Insurance, whereby Staker & Parson Companies (the OMG operating company) is named as an additional insured for General Liability, Auto Liability, and Excess coverage. Contract language stating that OMG's policies are "secondary and non-contributory." **Safety Clause** requiring Subcontractor, Trucker, or Vendor to agree to be responsible to the fullest extent permitted by law with respect to following all Federal, State, local, and OMG safety and employment regulations.
- A competent person should be assigned to ensure that all contracts are endorsed properly, to review certificates for compliance and policy expiration dates, and to maintain these documents in a secure accessible location. If your group has multiple legal entities, it is important to have each company's name correctly listed on the insurance certificate as an additional insured (example: Tilcon Connecticut Inc. and Tilcon Inc.). It is also recommended that you have local counsel review your contracts either annually or bi-annually to be sure the language is up to date with current laws in the states you operate in.
- When issuing our own Certificates of Insurance to customers, owners, or general contractors please consider the following:
  - Never name another party as an additional insured on a certificate unless required to do so.
  - Avoid naming Architects as additional insured, by explaining that they should be covered by their own "Professional Liability" coverage.
  - When naming someone as an additional insured, and in the absence of Completed Operations' coverage requirements in a contract, include this language "**certificate holder is named as additional insured until the completion of the work.**" This may help avoid additional insured liabilities for claims that occur after our work is accepted and paid for.
  - Always reference the project that the certificate applies to (example: RE: PENNDOT, Project No. 9999999).

**PH 801-731-1111**

**FAX 801-731-8800**

[www.stakerparson.com](http://www.stakerparson.com)

PO Box 3429, Ogden, UT 84409

2350 South 1900 West, West Haven, UT 84401



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,